

So Ordered.

Dated: May 18th, 2020



Frederick P. Corbit

Frederick P. Corbit  
Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON**

In re:

GIGA WATT, Inc., a Washington  
corporation,  
  
Debtor.

Case No. 18-03197 FPC 11

The Honorable Frederick P. Corbit

**ORDER APPROVING: (I) SALE OF  
TNT FACILITY AND TRAILER  
EQUIPMENT FREE AND CLEAR  
OF ALL LIENS, CLAIMS AND  
INTERESTS, RELATED  
OVERBIDDING AND NOTICE  
THEREOF; (II) ASSUMPTION AND  
ASSIGNMENT OF LEASES AND  
POWER CONTRACT; AND (III)  
GRANTING REQUEST FOR  
SHORTENED NOTICE THEREON**

This matter came to be heard on the *Chapter 11 Trustee's Motion for Order Approving: (i) Sale of TNT Facility and Trailer Equipment Free and Clear of All Liens, Claims and Interests, Subjecting to Overbidding, and Approving Notice Thereof; (ii) Assumption and Assignment of Leases and Power Contract, and (iii)*

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1 *Shortening Time Thereon* , (the “**Motion**”) on May 13, 2020 at 1:30 p.m. (the  
2 “**Hearing**”). The Court has considered the Motion and completed the Hearing as  
3 provided for under sections 105, 363, and 365 of the Bankruptcy Code and Rules  
4 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure and  
5 L.B.R. 2002-1, 6004-1, and 6006-1. Based upon the Motion, the record before the  
6 Court, the testimony and arguments made and heard at the Hearing and in the  
7 filings with the Court, the Court stated its findings of fact and conclusions of law  
8 at the Hearing and those findings of fact and conclusions of law are incorporated  
9 herein by reference as if set forth fully herein as provided in Rule 7052 of the  
10 Federal Rules of Bankruptcy Procedure.

11       ACCORDINGLY, IT IS HEREBY ORDERED THAT THE MOTION IS  
12 GRANTED AND FURTHER ORDERED THAT

13       1.     The Purchase and Sale Agreement between the Trustee and  
14 EcoChain, Inc. (“**EcoChain**”) dated April 30, 2020 (the “**Agreement**”) is  
15 approved. Unless otherwise defined herein, capitalized terms used in this Order  
16 have the meanings ascribed to them in the Agreement.

17       2.     Notice of the Agreement and the transactions contemplated by the  
18 Agreement complied with the requirements of the Bankruptcy Code.

19       3.     The objections filed to the Motion are overruled, except with respect  
20 to the District’s objection, which is granted, as set forth in paragraph 7 hereof.

21       4.     EcoChain is not an insider or affiliate of the Trustee or the Debtor as  
22 those terms are defined in 11 USC §101. The Agreement was negotiated by the  
23 Trustee and EcoChain at arm’s length and EcoChain has acted in good faith and  
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1 without collusion or fraud of any kind. Neither party to the Agreement has  
2 engaged in any conduct that would prevent the application of 11 USC § 363(m) or  
3 cause the application of 11 USC § 363(n) with respect to the consummation of the  
4 transactions contemplated by the Agreement. EcoChain is purchasing the  
5 Purchased Assets in good faith within the meaning of 11 USC §363(m) and  
6 EcoChain is entitled to the protections of 11 USC §363(m).

7       5.     The Trustee is authorized to sell the TNT Equipment and the Trailer  
8 Equipment to EcoChain pursuant to the Agreement.

9       6.     The Trustee is authorized to assume the TNT Leases and the Power  
10 Contract pursuant to the Agreement.

11       7.     The Trustee is hereby authorized to assign to EcoChain the TNT  
12 Leases, the Power Contract, and the Trailer Oral Lease pursuant to the Agreement;  
13 provided that the assignment of the Power Contract to EcoChain is subject to  
14 EcoChain's compliance with the District's policies for new customers and  
15 specifically, EcoChain is required to provide to the District:

16           a. a Service Order in the form of the exemplar attached hereto as

17               **Exhibit 1;**

18           b. an energy requirements forecast as detailed in Section 16 of the  
19 Power Contract;

20           c. a proof of lease for the TNT Facility to confirm that the lease  
21 matches the Point of Delivery locations listed on Exhibit B of the  
22 Power Contract;

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- 1 d. the fully executed Assumption and Assignment Agreement  
2 (Tangible Property) assigning the Power Contract from the  
3 Trustee to EcoChain; and  
4 e. a deposit in the amount of two (2) months projected usage as  
5 determined by the District based on historical usage and the  
6 energy requirements forecast submitted to the District by Eco-  
7 Chain, payable in the form of 50% cash and 50% letter of credit.

8 8. The Sale of the Purchased Assets to EcoChain is free and clear of all  
9 liens, encumbrances, claims and/or interests pursuant to sections 363(f)(4) and (5)  
10 of title 11 of the United States Code.

11 9. EcoChain is not a successor to the Debtor or the bankruptcy estate  
12 and is released from any potential liability in connection with the purchase of the  
13 Purchased Assets.

14 10. The Bidding Procedures as proposed in the Motion are approved.

15 11. The Break-Up Fee as proposed in the Motion is approved.

16 12. The 14-day stay provided by Rule 6004(h) and Rule 6006(d) of the  
17 Federal Rules of Bankruptcy are waived.

18 13. This Order is without prejudice to the administrative claim asserted  
19 by the Ad Hoc Creditors' Committee of WTT Token Holders and Miners on  
20 behalf of its members, filed in this Court on April 1, 2020 [Doc. 547] and is  
21 further without prejudice to the issue of who owns the proceeds.

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